MAR 31 1971
LIBRARY
SUPREME COURT, U. S.

IN THE

Supreme Court of the United States

OCTOBER TERM, 1970.

No. 1467

ITT LAMP DIVISION OF THE INTERNATIONAL TELEPHONE AND TELEGRAPH CORPORATION,
Petitioner.

vs.

STEPHEN A. MINTER, COMMISSIONER OF THE MASSACHUSETTS DEPARTMENT OF PUBLIC WELFARE,
Respondent.

MOTION OF THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA FOR LEAVE TO FILE A BRIEF AMICUS CURIAE

and

BRIEF AMICUS CURIAE ON BEHALF OF THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

MILTON A. SMITH,
General Counsel,
ANTHONY J. OBADAL,
Labor Relations Counsel,
Chamber of Commerce of the United States of America,
1615 H Street, N. W.,
Washington, D. C. 20006,

LAWRENCE M. COHEN,
Lederer, Fox and Grove,
111 W. Washington Street,
Chicago, Illinois 60602,

GERARD C. SMETANA,
925 S. Homan Avenue,
Chicago, Illinois 60607,
Attorneys for the Amicus Curiae

LEDERER, FOX AND GROVE,
111 W. Washington Street,
Chicago, Illinois 60602,
Of Counsel

THE GUNTHORP-WARREN PRINTING COMPANY, CHICAGO

IN THE

Supreme Court of the United States

OCTOBER TERM, 1970.

No. 1467.

ITT LAMP DIVISION OF THE INTERNATIONAL TELEPHONE AND TELEGRAPH CORPORATION,
Petitioner,

vs.

STEPHEN A. MINTER, COMMISSIONER OF THE MASSACHUSETTS DEPARTMENT OF PUBLIC WELFARE,
Respondent.

MOTION OF THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA FOR LEAVE TO FILE A BRIEF AMICUS CURIAE

The Chamber of Commerce of the United States of America (hereinafter called the "Chamber") moves for leave to file the attached brief *amicus curiae* in support of the petition for writ of certiorari. The consent of petitioner was obtained, but consent was refused by respondent.

The Chamber is a federation consisting of a membership of over 3,700 state and local chambers of commerce and trade and professional associations, a direct business membership in excess of 38,000, and an underlying membership of approximately 5,000,000 business firms and individuals. It is the largest association of business and professional organizations in the United States.

The issue involved in this case—whether the State may subsidize one side in a labor dispute and thus radically rebalance the economic power of the adversaries—is of fundamental importance to our national labor policy. Free collective bargaining implies the right "of an employer or a union to rely ultimately on its economic strength to try to secure what it cannot obtain through bargaining." *H. K. Porter Company, Inc.* v. *N. L. R. B.*, 397 U. S. 99, 109 (1970). Either party may resort to "the use of economic weapons, frequently having the most serious effect upon individual workers and productive enterprises, to induce one party to come to the terms desired by the other." *N. L. R. B.* v. *Insurance Agents' International Union*, 361 U. S. 477, 489 (1960). Collective bargaining, under the federal scheme, contemplates a "brute contest of economic power" with "negotiating positions . . . weak or strong in accordance with the degree of economic power the parties possess." *Ibid.* There is a choice constantly available to the adversaries: accept the position of the other side or, if mutual agreement cannot be obtained and economic warfare occurs, bear the full economic deprivations of the ensuing conflict.

The decision below, by disregarding these basic principles, causes a severe dislocation in the process of free collective bargaining. It permits a union to voluntarily choose to strike to obtain its demands, and confront an employer with all of the financial burdens imposed by a strike, without any correlative economic disadvantage to its membership. A union's decision to engage in economic warfare will no longer be dictated by its own relative economic power; instead, the Government will be its ally in alleviating any hardship it may have to incur. Such a State-sanctioned alteration of bargaining power is, the Chamber believes, dangerously wrong and warrants review by this Court.

The preservation of free collective bargaining from un-

warranted Government intrusion is a matter of vital continuing concern to the Chamber. For example, the Chamber recently appeared, as *amicus curiae,* in successfully convincing this Court that the National Labor Relations Board could not undermine this fundamental principle by ordering agreement to a substantive term of a collective bargaining agreement (*H. K. Porter Company, Inc.* v. *N. L. R. B., supra*) and that, in order to foster voluntary collective bargaining, equitable relief should be available to compel compliance with agreements freely entered (*Boys Markets, Inc.* v. *Retail Clerks Local 770,* 398 U. S. 235 (1970)). The Chamber has a similar interest in this litigation and believes its views and experience may again be of assistance to the Court.*

Respectfully submitted,

MILTON A. SMITH,
General Counsel,
ANTHONY J. OBADAL,
Labor Relations Counsel,
Chamber of Commerce of the United States of America,
1615 H Street, N. W.,
Washington, D. C. 20006,

LAWRENCE M. COHEN,
Lederer, Fox and Grove,
111 W. Washington Street,
Chicago, Illinois 60602,

GERARD C. SMETANA,
925 S. Homan Avenue,
Chicago, Illinois 60607,
Attorneys for the Amicus Curiae

LEDERER, FOX AND GROVE,
111 W. Washington Street,
Chicago, Illinois 60602,
Of Counsel

* For these reasons the Chamber sought to participate in this case as an *amicus curiae* while it was pending before the court below. This motion was denied by order of the court entered October 30, 1970.

TABLE OF AUTHORITIES.

PAGE

Cases.

American Ship Building Co. v. N. L. R. B., 380 U. S. 300 (1965) 5

Boys Markets, Inc. v. Retail Clerks Local 770, 398 U. S. 235 (1970) 3

General Electric Co. v. Callahan, 294 F. 2d 60 (1st Cir. 1961) 10

Local 24, International Brotherhood of Teamsters v. Oliver, 358 U. S. 283 (1959) 5

John Hancock Mutual Life Ins. Co. v. Commissioner, 349 Mass. 390 (1965) 10

Nash v. Florida Industrial Commission, 389 U. S. 235 (1967) 10

N. L. R. B. v. Insurance Agents' International Union, 361 U. S. 477 (1936) 4, 5

N. L. R. B. v. Jones & Laughlin Steel Corp., 301 U. S. 1 (1937) 10

H. K. Porter Company, Inc. v. N. L. R. B., 397 U. S. 99 (1970) 5

Statutes.

Ia. Code Ann. Vol. 11A, § 239 (1939) 9

New Hamp. Rev. Civ. Stat. Ann. Vol. 2, ch. 167, § 43 (1a42) 9

Tex. Rev. Civ. Stat. Ann. Vol. 1B, Art. 695c, § 17 (1925) 9

Va. Code Ann. Vol. 9, Tit. 63, § 1-105 (1950) 9

Wis. Stat. Ann. Vol. 7, § 49.17 (1950) 9

Miscellaneous.

Berkshire Eagle (Berkshire, Mass.), Dec. 17, 1969.... 6

Compton, "Victory at GE: How It Was Done", The American Federationist, July 1970..... 6

Friendly, No Early Settlement Seen in Britain's Postal Strike, Washington Post, Feb. 19, 1971..... 8

Haggart, Unemployment Compensation During Labor Disputes, 37 Nebr. L. Rev. 668 (1958)..... 9

Iowa Attorney General Opinion, Feb. 16, 1971..... 10

Jones, Copper Strikers Glum After 7 Months but Resolved Not to Quit, N. Y. Times, Feb. 13, 1968..... 7

New York Times, Mar. 17, 1970..... 6, 7

North Adams Transcript, North Adams, Mass., Feb. 4, 1970 6

Seafarers' Log (Seafarers International Union) January 1970 6

Senate Committee on Finance Rep. No. 165, 87th Cong. 1st Sess. (1961) 9

Syracuse Post-Standard, Feb. 16, 1971, p. 6..... 6, 7

Thiebolt and Cowin, Food Stamps and Strikes, Industrial Research Unit, University of Pennsylvania's Wharton School of Finance and Commerce (February 1971) 8

U. S. News & World Report, Oct. 3, 1960..... 7

IN THE

Supreme Court of the United States

OCTOBER TERM, 1970.

No. 1467.

ITT LAMP DIVISION OF THE INTERNATIONAL TELEPHONE AND TELEGRAPH CORPORATION,
Petitioner,

vs.

STEPHEN A. MINTER, COMMISSIONER OF THE MASSACHUSETTS DEPARTMENT OF PUBLIC WELFARE,
Respondent.

BRIEF AMICUS CURIAE ON BEHALF OF THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

This case poses an issue which, perhaps more than any other, will determine whether voluntarism, rather than government compulsion, is at the heart of the American collective bargaining system.

1. Economic force is a "prime motive power for agreements in free collective bargaining." The "availability of economic pressure devices to each [party] to make the other party incline to agree on one's terms" is "part and parcel" of our federal labor scheme. *N. L. R. B.* v. *Insurance Agents' International Union,* 361 U. S. 477, 489, 496 (1960). A strike or lockout may well dissuade a party

from adhering to its bargaining position, "but the right to bargain collectively does not entail any 'right' to insist on one's position free from economic disadvantage." *American Ship Building Co.* v. *N. L. R. B.*, 380 U. S. 300, 309 (1965). It is not the function of the State to introduce into the collective bargaining process a "standard of properly 'balanced' bargaining power, or some new distinction of justifiable and unjustifiable, proper and 'abusive' economic weapons . . . " *Insurance Agents*, 361 U. S. at 497 (footnote omitted). The "results of the contest" must be left "to the bargaining strengths of the parties." *H. K. Porter Co.* v. *N. L. R. B.*, 397 U. S. 99, 108 (1970).

The decision below, by sanctioning the payment of welfare benefits to strikers, substantially disrupts this scheme and significantly intrudes into an area designed to be free of any government interference. There is no room in a system of voluntary ordering of industrial relations for a state policy which radically restructures the economic power of the disputants, restricts the economic weapons at their disposal and materially affects their substantive solutions to the problems of wages and working conditions. If, as this Court observed in *Local 24, International Brotherhood of Teamsters* v. *Oliver*, 358 U. S. 283, 297 (1959), "there is to be this sort of limitation on the arrangements that unions and employees may make . . . it is for Congress, not the States, to provide it."

2. There is, notwithstanding the doubts expressed by the court below (App. Pet. p. A8), a significant frustration of federal labor policy affected by the grant of welfare benefits to strikers. The availability of welfare payments, particularly when coupled with the unemployment compensation benefits available to strikers in some states, federal food stamp subsidies, and other forms of public assistance, encourages employees to strike, protracts the

duration of strikes and, in general, prevents the voluntary settlement of labor disputes. Unions are permitted to insist on their proposed resolution of contractual terms, and to impose considerable burdens on their employer counterparts in order to secure such terms, largely free from any economic disadvantage to their membership. For example:

> —During the 1969-1970 strike at General Electric Company, public assistance was estimated to total about $5,000,000 nationally *for each week* of that three month strike.[1] In Massachusetts alone, Respondent's Director of Research proclaimed that he paid out $2,307,823 in welfare benefits to strikers and their families.[2] This sum, which exceeded by far the benefits that strikers received from union sources,[3] was understandably viewed as "one of the key contributions to the strike's success".[4] Indeed, in New York State, where unemployment compensation benefits of $65 (now $75) a week were available, even the eventual settlement terms were rejected "while other [Union] groups around the country were voting to go back to work."[5] As the New York Times observed, if such "out-of-state locals with no job insurance cushion" had not "approved [the agreement] overwhelmingly . . . the GE strike might still be dragging on."[6] It is

1. Seafarers' Log (Seafarers International Union), January 1970, p. 3.

2. North Adams Transcript (North Adams, Mass.), Feb. 4, 1970, p. 28, col. 3.

3. Berkshire Eagle (Berkshire, Mass.), Dec. 17, 1969, p. 1, quoting AFL-CIO official Leo Perlis: "More help [to strikers] will probably come—most assuredly come—from community resources than from any source."

4. Compton, "Victory at GE: How It Was Done", *The American Federationist*, July 1970, p. 6.

5. Syracuse Post Standard (Syracuse, N. Y.), Feb. 16, 1971, p. 6.

6. New York Times, Mar. 17, 1970, p. 42, col. 2.

not surprising, therefore, that public assistance benefits were considered "a major factor in prolonging the strike and in the rejection of settlement terms . . .,[7] and that the availability of such a public subsidy was categorized as an "incentive to irresponsibility" and source of "rank-and-file intransigence."[8]

—During the 1960 steel strike, an estimated $45 million in various forms of public assistance was distributed to strikers. I. W. Abel, now president and then secretary-treasurer of the Steelworkers Union, exclaimed that such aid "provided the food, shelter and welfare services that made the strike endurable. The sum exceeded by far the amount that the union poured into the districts and the locals."[9]

—During the 1967-8 copper strike, in one 1500-man local of the striking union, 900 members received strike benefits while 500 others were paid county welfare payments as well as federal food stamps. The "solidarity of the strikers" was thus based, in great part, on the "wide support from a combination of public welfare, federal food stamps and union strike benefits."[10]

—An article on the British postal strike this year, indicating that the strike "appears hopelessly deadlocked . . . [with] no [visible] prospect for an early settlement," commented that "it had been thought that . . . because the union began the strike with a depleted

---

7. Syracuse Post-Standard (Syracuse, N. Y.), Feb. 16, 1971, p. 6.

8. New York Times, Mar. 17, 1970, p. 42, col. 2. See also *$75 Weekly Plus Welfare for GM [Strikers]*, Syracuse Post-Standard (Syracuse, N. Y.), Nov. 6, 1970, p. 4, criticizing the "underwriting" by "New York State employers" of General Motors strikers through the payment to them of unemployment compensation benefits of up to $75 a week *in addition to* the welfare assistance that such strikers had already been receiving since the outset of that strike.

9. U. S. News & World Report, Oct. 3, 1960, p. 101.

10. Jones, *Copper Strikers Glum After 7 Months but Resolved Not to Quit*, New York Times, Feb. 13, 1968, p. 25, cols. 1-4.

> treasury . . . the generally low-paid postmen would soon suffer an intolerable financial squeeze and would therefore soon seek a compromise agreement. The British welfare state, however, has nullified that kind of cause-and-effect supposition."[11]

A recent study[12] indicates the substantial intrusion on free collective bargaining that results from the grant of welfare benefits to strikers. The study posits a situation where an employee strikes and forgoes weekly net pay of $91.35. In such a case, the study indicates that through a combination of union strike benefits, welfare benefits, food stamp subsidies and unemployment compensation, if the striker were a New York resident he would collect $15.65 *in excess of* his net weekly pay and, if a California resident, $41.65 *in excess of* his net pay prior to strike. As the study properly concludes:

> "Obviously, something is wrong with a system which rewards a man for walking off his job. Obviously, too, in any of the above cases the propensity to return to work is considerably diminished. The probability of a strike being long and its settlement costly and inflationary are proportionately increased."

3. When contrasted with the considerable frustration of federal labor policy occasioned by stripping the State of its neutrality in labor disputes, the competing state interest in providing welfare benefits to individuals who deliberately refuse available employment is insubstantial. First, the grant of assistance to families of the unemployed, the Massachusetts Aid to Families with Dependent Children (AFDC) statute primarily at issue here, does not involve "state action which takes the form of exercise of its historic powers" (App. Pet. p. A6). Conversely, the enabling

---

11. Friendly, *No Early Settlement Seen in Britain's Postal Strike*, Washington Post, Feb. 19, 1971, p. A16, cols. 5-8.

12. Thiebolt and Cowin, *Food Stamps and Strikes: The Nature of Problem*, Industrial Research Unit, University of Pennsylvania's Wharton School of Finance and Commerce (February 1971).

federal legislation was adopted *in 1961* with the sole desire to provide aid to children whose fathers were unable to enter the labor market.[13]

There was no Congressional intent, in enacting AFDC, that aid be provided for the families of those who were without employment by their own choice. Congress did not intend either that public assistance funds be depleted, thereby jeopardizing the availability of such monies for those who were involuntarily out of work, in order that the Government might assist the efforts of the presently-employed to coerce from their employers higher wages or different working conditions or that an employer be required, in effect, to finance through his tax payments a strike against himself. It is for the same reasons, and because of the similar absence of any state interest, that a labor dispute exemption prevails in all state unemployment laws apart from New York and Rhode Island.[14]

Second, any state interest in "minimizing hardship . . . avoiding conditions that could lead to violence . . . [and] forestalling economic stagnation" (App. Pet. p. 7) by enabling strikers to receive welfare benefits is one which clearly has not been manifested in actual practice. Many states have no AFDC programs whatsoever.[15] One state

13. See, *e.g.*, Senate Committee on Finance Rep. No. 165, 87th Cong. 1st Sess. (1961), p. 3.

14. Haggart, *Unemployment Compensation During Labor Disputes*, 37 Nebr. L. Rev. 668, 687-9 (1958). Haggart notes that the basic British unemployment compensation legislation made "no provision whatever for the payment of benefits when unemployment was due to a labor dispute . . . the omission of this provision was consistent with the overriding, and perhaps exclusive, purpose of the original legislation—that of protecting workers from the effects of fluctuations in trade caused by cyclical economic conditions beyond the control of the individual . . . [This] doctrine of neutrality of the state has been approved by American courts . . ."

15. For example, Texas (Tex. Rev. Civ. Stat. Ann. Vol. 1B, Art. 695c, § 17 (1925)); Wisconsin (Wis. Stat. Ann. Vol. 7, § 49.17 (1950)); Virginia (Va. Code Ann. Vol. 9, Tit. 63, § 1-105 (1950)); New Hampshire (New Hamp. Rev. Civ. Stat. Ann. Vol. 2, ch. 167, § 43 (1942)); and Iowa (Ia. Code Ann. Vol. 11A, § 239 (1939)).

has specifically ruled that strikers are not covered by its various welfare statutes, holding that a "person who could work at his job, but goes on strike, cannot be deemed indigent or expect the public to support him and his strike."[16] There is no evidence of any greater hardship, strike violence or economic stagnation in such communities. Indeed, it is a basic tenet of our national labor policy "that free opportunity for negotiation . . . is likely to promote industrial peace" (*N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, 45 (1937)) and thereby preclude such concomitant effects of economic warfare. It surely defeats, rather than fosters, that goal to promote protracted labor strife through the availability of state aid to one of the combatants.

Finally, even if the decision below protects a legitimate state interest unrelated to labor-management relations, that fact is hardly dispositive. In *John Hancock Mutual Life Insurance Co.* v. *Commissioner*, 349 Mass. 390 (1965), a Massachusetts statute permitting the owners of debit life insurance policies an added grace period for payment of their premiums during a strike by the insurer's collecting agents was struck down as an invasion of the pervasive federal labor scheme, even though there was a legitimate state interest involved in protecting policyholders from forfeitures. There were similarly legitimate state concerns involved in the state enactments invalidated in *Nash* v. *Florida Industrial Commission*, 389 U. S. 235 (1967), and *General Electric Co.* v. *Callahan*, 294 F. 2d 60 (1st Cir. 1961). In each instance, however, since the state law "stood as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress" (*Nash*, 389 U. S. at 240), it was not permitted to stand.

4. As the court below recognized, "this is the first occasion on which a federal court has considered a confronta-

16. See the Opinion of the Iowa Attorney General dated February 16, 1971, reprinted as an Appendix hereto, at p. A4.

tion between the national policy of free collective bargaining and the administration of a state's welfare laws." App. Pet. p. A3-A4. It raises an issue—State rebalancing of the economic power of the adversaries to a labor dispute—that is of transcendent importance to the administration of federal labor law. It is also a question which, in view of the present national concern with respect to both the criteria of public assistance and the increasing volume and longevity of strikes, is of far-reaching significance. The instant case, therefore, is one which warrants review by this Court.

Respectfully submitted,

MILTON A. SMITH,
General Counsel,
ANTHONY J. OBADAL,
Labor Relations Counsel,
Chamber of Commerce of the United States of America,
1615 H Street, N. W.,
Washington, D. C. 20006,
LAWRENCE M. COHEN,
Lederer, Fox and Grove,
111 W. Washington Street,
Chicago, Illinois 60602,
GERARD C. SMETANA,
925 S. Homan Avenue,
Chicago, Illinois 60607,
Attorneys for the Amicus Curiae

LEDERER, FOX AND GROVE,
111 W. Washington Street,
Chicago, Illinois 60602,
Of Counsel

APPENDIX

WELFARE: Limitations on Public Assistance to Strikers —§§ 234.11, 239.3, 249C.6 and Ch. 252, Code of Iowa, 1971. Food stamps available, if otherwise eligible, pursuant to Federal Food Stamp Act; Iowa recognizes the food stamp program in § 234.11; no ADC available under §239.3, if neither parent is incapacitated and both live in home; the single parent not entitled to assistance under § 249C.6, but possible personal allowances available to child; a veteran on strike is not entitled to Soldiers Relief for the "indigent" under § 250.1; a person on strike is not a "poor person" under Ch. 252, pertaining to general county relief. (Williams to Chalupa, Jasper County Attorney, 2/16/71) #71-2-40

February 16, 1971

Dennis F. Chalupa, Esquire
Jasper County Attorney
301 Jasper County Courthouse
Newton, Iowa 50208

Dear Mr. Chalupa:

You have requested an Opinion of the Attorney General as to:

> "Whether or not persons would be eligible, depending on their particular circumstances, for food stamps, aid to dependent children, soldier's relief or general relief, if they have no wages due to the fact that they are on strike and receive only strike pay from their union."

DIVISION I—FOOD STAMPS

The Food Stamp Act of 1964 (P. L. 88-525, 78 Stat. 703), authorizes the U. S. Secretary of Agriculture to formulate and administer a Food Stamp Program for the purpose of encouraging the increased utilization of the nation's abundance of food by raising levels of nutrition among low-income households. (Regulations were published December 30, 1970 in Vol. 35, Federal Register No. 252.) The Food Stamp Program is financed solely by the Federal Government with no state or local funds involved, and, although administered by the Iowa Department of Social Services and County Welfare Boards, it is regulated by the Federal Government. Iowa has recognized the program (§ 234.11, Code of Iowa, 1971), but has enacted no laws regulating it.

Pursuant to the above-cited federal regulations, the Iowa Department of Social Services establishes the income and resource eligibility limitations with approval of the U. S. Secretary of Agriculture. Persons, whether on strike or not, having income or resources in excess of these standards, are not eligible to receive food stamps; and when they apply or reapply for food stamps, the income which they received for the 30-day period prior to their application or reapplication is considered in making the determination for eligibility, including wages or striker's pay.

However, persons who meet the income and resources eligibility requirements and are on strike, may be certified to participate in the federal food stamp program.

DIVISION II—ADC ASSISTANCE

This program is designed to aid families with needy children where there is only one parent in the home or where there is an incapacitated father under the Federal

Social Security Act, Title 42 U. S. C., 602-644 and Chapter 239, 1971 Code of Iowa. Section 239.3, 1971 Code of Iowa defines a "dependent child" as:

> ". . . a needy child under the age of 16 or under the age of 21 and a student . . . who has been deprived of parental support and care by reason of death, continued absence from home, physical or mental incapacity, or unfitness of either parent . . ."

Therefore, if the child is living in the home where both the mother and father are residing, unless one is incapacitated, he is not eligible to receive ADC.

In the case of a single parent who is participating in a strike, that parent is disqualified from having access to and ADC funds. Section 249C.6, 1971 Code of Iowa, reads as follows:

> "Participation required. Each eligible person shall . . . accept any reasonably suitable employment . . . as a condition of receiving public assistance. If he fails or refuses to do so, he shall not receive public assistance. His disqualification shall not disqualify other members of his family who are entitled to public assistance, but their public assistance shall not be paid to the disqualified person and shall be paid in a manner which will not permit the disqualified person to have access to the assistance fund."

A person who goes on strike cannot be deemed to be cooperating or accepting reasonably suitable employment, and thus becomes ineligible to receive ADC payments. The portion of ADC payments which are paid solely for the children in the ordinary case where the parent is eligible must be paid to a guardian, duly appointed as provided by § 239.5, Code of Iowa, 1971.

DIVISION III—SOLDIERS RELIEF

The funds for Soldiers Relief are derived from county tax levies pursuant to Chapter 250, 1971 Code of Iowa, and this relief is jointly granted by the Board of Supervisors and the Soldiers Relief Commission for the purposes stated therein. Section 1, Chapter 250 provides that the fund shall be used:

> ". . . for the relief of and to pay the funeral expenses of honorably discharged, indigent men and women of the United States who served in the military or naval forces."

The word "indigent" as used in this chapter has been defined in two Attorney General's Opinions as follows:

1932 OAG, at page 164, reads in part:

> ". . . the term 'indigent' is used to refer to one's financial ability and ordinarily indicates one who is destitute of means of comfortable subsistence so as to be in want."

OAG 1919-1920 at page 702 reads in part:

> ". . . a person is indigent when they are not possessed of sufficient funds to comfortably provide for themselves . . .
>
> "Public funds should not be expended in assisting those who are able to care for themselves."

A person who could work at his job, but goes on strike, cannot be deemed indigent or expect the public to support him and his strike.

DIVISION IV—GENERAL RELIEF

General County Relief is granted pursuant to the provisions of Chapter 252, 1971 Code of Iowa, to persons defined as "poor". Section 252.1 defines a "poor person" as follows:

> "those who are unable because of physical or mental disability to earn a living by labor."

Persons on strike are not necessarily "poor", and they are not on strike because of physical or mental disability which prevents them from earning a living, but rather because they seek a better living. County General Relief is restricted to those who are unable, because of a physical or mental disability, to earn a living.

Respectfully submitted,

/s/ LORNA L. WILLIAMS,
Lorna L. Williams,
Special Assistant Attorney General

LLW:e